

MODIFICATION OF OTHER TRANSACTION AGREEMENT (OTA)

OTHER TRANSACTION FOR ADVANCED RESEARCH (OTAR)

BETWEEN

Janssen Research & Development LLC

920 ROUTE 202

RARITAN, NJ 08869, USA

AND

THE UNITED STATES OF AMERICA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

ASSISTANT SECRETARY FOR PREPAREDNESS AND RESPONSE

O'Neill House Office Building

WASHINGTON, DC 20201

CONCERNING

INFLUENZA PORTFOLIO AND OTHER EMERGING PATHOGENS DEVELOPMENT CANDIDATES

Modification No.: 0001

Date of Modification:

Effective Date of Modification:

Agreement No.: HHSO100201700018C

PR No.: N/A

Total Amount of the Agreement: **\$546,000,000** (INCLUDES RECIPIENT AND GOVERNMENT FUNDING)

Total Estimated Government Funding of the Agreement: \$273,000,000

Total Estimated Recipient Funding of the Agreement: **\$273,000,000**

Funds Obligated: \$43,588,145

Effective Date of the Agreement: August 15, 2017

Authority: 10 USC 2371 and Sections 319L(c) (4) (B) and/or 319L(c) (4) (D) of the Pandemic and All-Hazards Preparedness Act, P.L. 109-417

Line of Accounting and Appropriation: unchanged

Description/Purpose of modification: The purpose of the modification is to add ARTICLE XVIII: CONFIDENTIALITY to the other transaction. No other changes are agreed to at this time.

This bi lateral modification is entered into by mutual agreement of parties and pursuant to the terms of the OTA. All agreement terms and conditions are changed to be consistent with the description of modification listed above. All other terms and conditions remain the same.

1. ARTICLE I: SCOPE OF THE AGREEMENT, SECTION B Definitions - The following definitions shall be added to the OTAT Agreement in Article IB.

"Business day: A business day is any day that is not a Saturday or Sunday; a Federal holiday in the United States; a bank holiday or national public holiday in Belgium; or a bank holiday or national public holiday in The Netherlands.

Confidential Information: information or data of a personal nature about an individual, or proprietary information or data submitted to the Government by or on behalf of Recipient, its affiliates or other third parties or by the Government to the Recipient in connection with, or during performance of the OTAR Agreement, whether or not either party required or requested that such information be submitted."

2. ADD the following article after ARTICLE XVII: TRANSFERS & ASSIGNMENTS

"ARTICLE XVIII: CONFIDENTIALITY.

It is recognized by the parties that success of the OTAR is enhanced by sharing of Confidential Information to inform the Government and Recipient of developments outside of, but potentially relevant to, the scope of work being performed under the OTAR Agreement. The parties may use Confidential Information submitted hereunder for purposes of the OTAR, but for no other purpose.

Confidential Information shall be subject to the same prohibitions on disclosure as provided for under FAR Part 24.202 and shall not be disclosed by the Government or its representatives or Recipient without the prior written consent of the providing party except to the extent such disclosure is required by law. Further, any reproduction of Confidential Information or portions thereof that is disseminated within the Government or Recipient, shall be shared strictly on a need to know basis for the purposes of the OTAR, and is subject to the restrictions of this provision.

In addition to the above, Confidential Information is subject to the protections of the Trade Secrets Act as well as any other remedies available under this Agreement or the law.

In order to be subject to the provisions of this Article XVIII, the providing party shall identify Confidential Information as confidential or proprietary at the time of disclosure, either by separate written communication or by use of an appropriate stamp or legend; or shall provide written notice to the receiving party within thirty (30) days of disclosure of the information's confidential or proprietary nature. Any disclosure of Confidential Information by either party or its representatives prior to receipt of such notice of its confidential or proprietary nature shall not constitute a breach of this Article XVIII.

Recipient shall mark Confidential Information with the following legend or similar:

"Confidential and Proprietary. This information is confidential and proprietary. The receiving party may not use, modify, reproduce, perform, display or disclose this information except within the receiving party's organization on a need to know basis for the purposes of Agreement HHSO100201700018C, and may not disclose to any party outside the receiving party's organization without prior agreement of the providing party. Any reproduction of this information or portions thereof must be marked with this legend."

Confidential Information shall also include the following information provided to the Government prior to the effective date of this modification, whether or not marked as confidential or proprietary, provided that any disclosure of such information by Government or its representatives prior to the effective date of this modification shall not constitute a breach of this Article XVIII:

- Powerpoint presentations sent on September 14, 2017 and related to (b) (4)
- Manuscript related to (b) (4) and sent on October 12, 2017

- (b) (4) sent on December 1, 2017
- (b) (4) sent on September 28, 2017

The obligations of this Article XVIII shall survive expiration or termination of the OTAR.”

FOR Janssen R&D LLC

(b) (6)

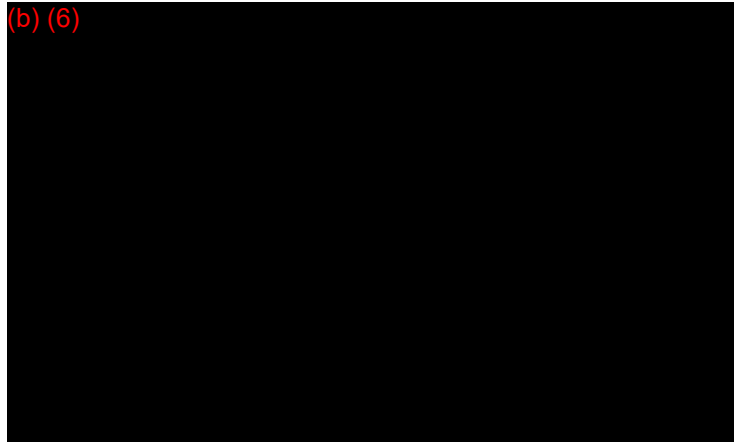
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(Name, Title)

(Date)

FOR THE UNITED STATES OF AMERICA
OFFICE OF ACQUISITION MANAGEMENT,
CONTRACTS & GRANTS
SECRETARY FOR PREPAREDNESS AND RESPONSE

(b) (6)

A large black rectangular redaction box covering the signature and name of the representative for the United States of America.

(Name, Title)

(Date)